

Concession Contract
between the
Commonwealth of Virginia
(Department of Game and Inland Fisheries)
and
Fauquier County
(Department of Parks and Recreation)

This Contract entered into this ____ day of ____, 2002, by the Fauquier County Board of Supervisors by and through the Fauquier County Parks and Recreation Department, hereafter called the "Contractor", and the Department of Game and Inland Fisheries, hereafter referred to as the "Purchasing Agency."

WITNESSETH THAT the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

1. The term of this contract, between the Contractor and the Purchasing Agency will last for a one-year period and shall be automatically renewed each year for an additional one-year term, unless terminated for convenience as set forth herein or upon written notice of intent not to renew at least 60 days prior to the expiration of the annual term.
2. During the term of this Contract, the Purchasing Agency will provide to the Contractor all existing structures at its Lake Brittle property to use for the concession operation. The Purchasing Agency shall grant exclusive rights to the Contractor to operate this concession.
3. The Purchasing Agency agrees to complete the following structures at Lake Brittle within a 12-month period of the signing this contract: a new concession stand with rest rooms and an attached boat dock; a new fishing pier.
4. The Purchasing Agency will allow the Contractor an opportunity to provide input on the design of any new structure that will be added to the Lake Brittle property as well as any additional changes that will be made to this site.
5. Both parties shall determine the impact on operations to be created by any construction and mutually agree upon viable alternatives and/or closing of the concession operation if need be.

6. The Purchasing Agency shall be responsible for repairs and maintenance of structures on the property excepting damage created by the Contractor, which shall be responsible for correcting such damage.
7. The Contractor will operate the concession from 7am to dusk on the following dates:
 - March 15 to Memorial day - five days per week (Thursdays, Fridays, Saturday, Sundays, and Mondays)
 - Memorial Day to Labor Day - seven days per week
 - Labor Day to October 15 - five days per week (Thursdays, Fridays, Saturdays, Sundays, Mondays)

During the initial term the Contractor will initiate concession operations within 30 days from receiving a signed contract from the Purchasing Agency.

8. The Contractor may provide for sale various pre-packaged foods and sundry items. However, the general nature, but not specific products, of all items or services offered for sale to the public will require pre-approval by the Purchasing Agency. The Contractor will obtain and display all required business licenses, sales tax licenses and health permits, as may be required, and will promptly notify the Purchasing Agency upon expiration or revocation of said licenses. The sale of alcoholic beverages is prohibited.
9. The Contractor will provide a minimum of 10 boats and all necessary safety equipment for rentals, in accordance with the boating laws of the Commonwealth of Virginia, but will be permitted to require more stringent regulations to protect boaters. The Contractor may charge a reasonable fee for these services. However, all such fees and charges will be pre-approved in writing by the Purchasing Agency at the start of this contract. Said listing will detail all fees to be applied to boat rentals. (See Appendix 1).
10. The Purchasing Agency shall provide the use of five existing jon boats for use by the Contractor as long as they remain usable, the use of one existing jon boat for use as a maintenance and rescue boat for as long as its remains usable, one motor for use on the maintenance and rescue boat, and picnic tables and grills to be agreed upon by both parties and shall be responsible for the maintenance of the maintenance and rescue boat and motor as well as the picnic tables and grills.
11. The Contractor will have the right to all gross revenue generated by the concession, boat rentals, safety equipment, and associated services. However, nothing contained herein will be deemed to exempt the Contractor from paying any applicable County, State or Federal Tax.

12. Upon request by the Purchasing Agency, the Contractor will promptly provide a report showing a full and complete accounting of all receipts, expenditures, disbursements, liabilities and other such information as the Purchasing agency may require relating to the Contractor's business operations at the Lake Brittle facility.
13. The Contractor agrees that in return for being granted the exclusive rights to operate the concessions, the Contractor will be responsible for picking up and removing trash at Lake Brittle. Trash removal areas include the parking area, restroom facilities and Lake areas as may be indicated by the Purchasing Agency. These areas, including the concession area, will be maintained in a neat, clean and safe condition, subject to approval of the Purchasing Agency.
14. The Purchasing Agency shall be responsible for maintenance of the lakeside trail.
15. The Contractor will erect only such signs and markers that are pre-approved in writing by the Purchasing Agency. The Purchasing Agency will, upon request, furnish most regulatory and informational signs, which facilitate regulation and operation of the Lake.
16. The Purchasing Agency shall retain all responsibility for the maintenance, certifications, and other pertinent safety aspects of the dam and lake. The Purchasing Agent will perform mowing of the dam at least annually. The Contractor will mow the top of the dam area at least monthly.
17. Nothing herein will be construed as to impose upon the Purchasing Agency any liability whatsoever for property damage or personal injury arising out of the Contractor's operations under this Agreement. Further, the Contractor agrees to the extent authorized by law to hold harmless and fully indemnify the Purchasing Agency for any and all liability and claims arising out of the Contractor's operations.
18. Nothing herein will be construed as to impose upon the Contractor any liability whatsoever for property damage or personal injury arising out of the Purchasing Agency's responsibilities under this Agreement. Further, the Purchasing Agency agrees to the extent authorized by law to hold harmless and fully indemnify the Contractor for any and all liability and claims arising out of the Purchasing Agency's operations.
19. The Contractor agrees that the Purchasing Agency or other appropriate regulatory agencies may, without prior notice, conduct an inspection of the concession stand premises. Safety or health code violations noted will be promptly remedied to the satisfaction of the Purchasing Agency or the

Authority citing the discrepancies. Failure of the contractor to comply with this requirement may result in an immediate termination of this contract.

20. The Contractor will, upon termination of this Agreement, leave the property and premises of Lake Brittle in the condition in which it was upon commencement of this Contract, save for normal wear and tear. The Contractor shall have no responsibility for the condition of the dam, however, which shall be the sole responsibility of the Purchasing Agent.
21. The Contractor will provide all necessary furniture, fixtures, equipment, and supplies required to conduct its business hereunder. Upon termination of the Agreement, the contractor will promptly remove all furniture, equipment, and other non-structural property from the Purchasing Agency's premises. All structural improvements will become the property of the Purchasing Agency. In the event that the Contractor fails to promptly remove said furniture, equipment, and other non-structural property, the Purchasing Agency after due notice, will have the right to cause the removal thereof. The costs of such removal will be chargeable to the Contractor, and will be due and payable upon written demand by the Purchasing Agency.
22. If, during the term of this Agreement, the Contractor violates or fails to comply with any of the terms, requirements, or conditions of this Agreement, the Purchasing Agency may, in its sole discretion, terminate this contract in whole or in part.
23. Either party hereto may, for convenience, terminate this Agreement, upon sixty (60) days prior written notice.
24. This Agreement will not be assigned, or otherwise transferred without prior written consent by the Purchasing Agency.
25. Nothing herein will be construed to convey to the Contractor any right, title, or interest whatsoever in any property, real or personal, of the Purchasing Agency, nor will the privileges conferred upon the Contractor herein be deemed authorization of any interference with the Purchasing Agency's right of control, possession, and ownership of the property herein referred to.
26. The Contractor will be responsible for the conduct of its employees, representatives and relatives located on or visiting the premises. The Contractor will ensure that said employees conduct themselves in an appropriate and professional manner. The Purchasing Agency will have the right to reject any person employed by the Contractor for misconduct or misrepresentation to the public.

27. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will insure that all employees are treated fairly during employment without regard to their race, color, religion, sex or national origin. The Contractor will not advertise or publicize facilities operated at the Lake or operate facilities in a manner, which discriminates on the basis of race, color, religion, sex or national origin.

28. The Contractor acknowledges and certifies that it understands that the following acts by the Contractor, its employees, and/or agents performing services on state property are prohibited:

- A. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and
- B. Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).

The contractor further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in action being taken by the Commonwealth, in addition to any criminal penalties that may result from such conduct.

29. The Contractor certifies that they do not and will not, during the performance of this contract, employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.

Contractor:

Purchasing Agency:

By: _____

By: _____

Title: _____

Title: _____

APPENDIX

Fees and Charges

Lake Brittle Fees and Charges

BOAT RENTALS				
	½ HOUR	HOURL	½ DAY	FULL DAY
Jonboat w/motor	-	\$10	\$24	\$35
Jonboat	-	\$4	\$10	\$16
Canoe	-	\$4	\$10	\$16
Life Preserver	\$1	\$1	\$1	\$1
All boat rentals include first two life preservers.				

These prices are based on the boat rental prices at Crockett Park.